



OFFICE OF THE  
**Attorney General**

1801 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX, ARIZONA 85007

*Sc. of State # 4632*  
*John A. LaSota, Jr.*  
*A.G. # 78-576*

**John A. LaSota, Jr.**  
~~XXXXXXXXXX~~  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

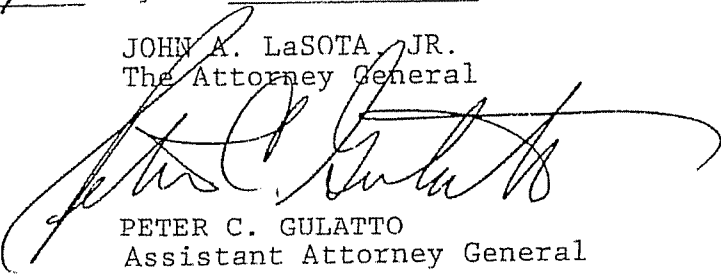
DETERMINATION

A. G. Contract No. 78-576 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said contract.

DATED this 31 day of July, 1978.

JOHN A. LaSOTA, JR.  
The Attorney General

  
PETER C. GULATTO  
Assistant Attorney General

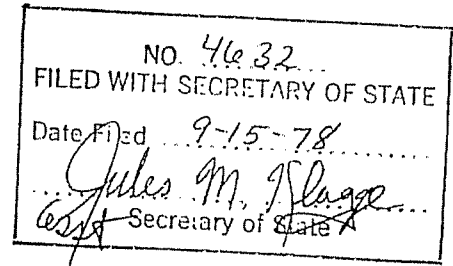
MAINTENANCE  
INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF SHOW LOW



THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF SHOW LOW, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or highway lighting at the following location:

US 60 and SR 260 (White Mountain Road)

MAINTENANCE  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
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WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or highway lighting at the following location:

US 60 and SR 260 (White Mountain Road)

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1979, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

5. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or highway lighting on those State Highways which traverse within the boundaries of the CITY.

6. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

7. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

8. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

9. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of July, 1978, but in no event prior to its being filed with the Secretary of State.

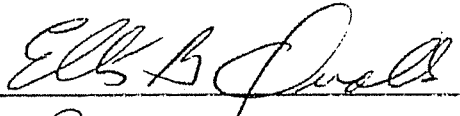
10. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By:   
Chief Deputy State Engineer

CITY OF SHOW LOW

By:   
Title: Mayor

ATTEST:

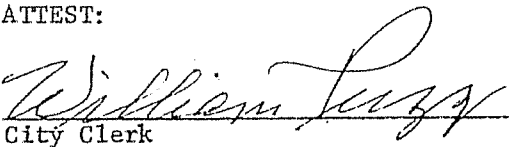
  
City Clerk

EXHIBIT "C"

LETTER ADDENDUM

In accordance with paragraph 6 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF SHOW LOW consummated on September 15, 1978 it is agreed by both parties that the following location(s) be added to or deleted from, the existing list of locations to be operated and maintained as set forth in said Agreement.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By: [Signature]  
Chief Deputy State Engineer

CITY OF SHOW LOW

By: [Signature]  
Title: Mayor

ATTEST:

[Signature]  
City Clerk

Date Signed: 9-5-78

CITY OF SHOW LOW RESOLUTION NO. 187

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, TO ENTER INTO MAINTENANCE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

WHEREAS, the Mayor and Common Council of the City of Show Low find that the within Resolution is in the interests of the City of Show Low;

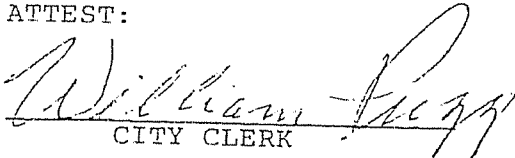
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Show Low that the City enter into a Maintenance Intergovernmental Agreement with the State of Arizona acting by and through the Arizona Department of Transportation to be effective on the 1st day of July, 1978, but in no event prior to being filed with the Secretary of State;

BE IT FURTHER RESOLVED that the Mayor of the City of Show Low is authorized to execute said agreement on behalf of the City of Show Low.

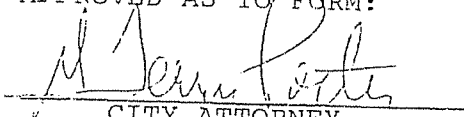
PASSED AND ADOPTED by the Mayor and Common Council of the City of Show Low this date: 7-19-78.

  
MAYOR

ATTEST:

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY